

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, dated as of April 1, 2009, is by and between Mark and Michele Puryear of 7419 Piney Branch Road, Takoma, MD, 20912, ("Sellers") and Fox Islands Wind, LLC, [ADDRESS] ("Purchaser").

1. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Sellers agree to sell and convey and Purchaser agrees to purchase and pay for the land and all improvements thereon being Lot 2, Zion Farm Subdivision, Vinalhaven, Maine (the "Property"), together with all buildings, structures, improvements, and fixtures on the Property or attached thereto, if any, with the exception of the Refrigerator, Woodstove, Washer and Dryer, Small glass door kitchen cabinet, and the sinks in the Kitchen and bathroom, which sinks will be replaced before sale, and all rights, privileges, easements and appurtenances thereto, including without limitation, of Sellers' right, title and interest in and to all air rights, water rights and any easements, rights-of-way or other interests in, on, under or to any land, highway, alley, street or right-of-way abutting or adjoining said parcel, collectively with the Property, the "Premises".

2. **Purchase Price.** The purchase price for the Premises is \$275,300 and, subject to adjustment as provided under Section 4 below, shall be paid by Purchasers at the closing of title to be held pursuant to Section 5 (the "Closing") by bank or certified check made payable to Sellers or by wire transfer to Sellers.

3. **Title.**

(a) Sellers shall convey the Premises to Purchaser by good and sufficient quitclaim with covenant deed. Title to the Property shall be good and marketable subject only to zoning restrictions, and easements of record, and such taxes for the current tax year as are not due and payable as of the date of Closing and to any defects of title accepted by Purchasers pursuant to Section 3(c).

(b) The Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless the following conditions are satisfied: (i) all structures and improvements on the Premises shall be wholly within the lot lines of the Property and shall not encroach upon or under any property not within such lot lines; (ii) no building, structure, improvement or property of any kind encroaches upon the Premises; (iii) title to the Premises is insurable, for the benefit of Purchaser, at customary rates, in the ALTA form currently in use, subject only to those "Defects of Title" (defined below) accepted by Purchaser; (iv) all leases of any buildings or other portions of the Premises have been terminated and the Premises are free of any tenants or claims of any third parties, except as otherwise provided herein; and (v) no new or incremental rights of way, easements or other permissions of any kind are conveyed to any third party prior to Closing.

(c) Purchaser shall notify Sellers within 30 days of the date of this Agreement of any defects in title that would make Seller unable to give title to the Premises as stipulated herein (referred to herein as "Defects of Title") or of any other matter existing as of the date of this Agreement that would cause the Premises not to conform with the provisions hereof. Any defect

or any other matter existing as of the date of this Agreement that would cause the Premises not to conform with the provisions of this agreement and of which Purchaser does not inform Seller within 30 days of the date of this agreement is waived as grounds for rescission of this agreement. With respect to Defects of Title or other matters that would cause the Premises not to conform with the provisions hereof arising after the date of this Agreement, Purchaser shall notify Sellers of such up to the date of the Closing. If Purchaser gives Seller timely notice of any Defect of Title or nonconformity of the Premises in accordance with this subsection (c), Seller shall have sixty days after receipt of notice of such defect within which to remedy or cure any such Defect of Title or nonconformity, and the Closing shall be extended accordingly, if necessary. Seller shall use its best efforts to cure such Defect of Title or nonconformity. If, despite such best efforts, such Defect of Title or nonconformity cannot be corrected or remedied within such time period, then Purchaser may elect either to (i) accept title to the Premises subject to the uncured Defect of Title or nonconformity, provided that if such Defect of Title or nonconformity can be removed or cured by the payment of a definitely ascertainable sum, such amount shall be paid from the cash portion of the purchase price payable at the Closing, or (ii) Purchaser may elect to terminate this Agreement and all obligations of the parties hereunder, except as provided in Section 8, shall cease and neither party shall have any claim against the other by reason of this Agreement.

4. **Adjustments and Costs.** Real estate taxes, water and sewer charges, utility charges paid beyond the Closing date and other assessments affecting the Property shall be apportioned between Sellers and Purchaser as of the Closing date. . Sellers and Purchaser shall each pay their respective real estate transfer tax in accordance with Maine law.

5. **Closing.**

(a) Closing shall take place at the offices of Purchaser's attorney, Pierce Atwood, LLP, in Portland, Maine, on or before the date that is 15 days after Purchaser pours the first foundation for a wind turbine on land adjacent to the Property upon which Purchaser is the Tenant, or at such later date as determined pursuant to Section 3(b). TIME IS OF THE ESSENCE HEREOF.

(b) At the Closing, Sellers shall execute, have acknowledged and deliver to Purchaser a Quitclaim with Covenant Deed conveying title to the Premises to Purchaser, such Quitclaim with Covenant Deed to be subject only to those matters set forth in Section 3(a) and to any Defects of Title accepted by Purchaser pursuant to Section 3(c). Seller shall deliver executed affidavits and indemnifications, in form and substance reasonably satisfactory to Purchaser, regarding mechanics and materialmen's liens and parties in possession sufficient to eliminate any title insurance exception for these matters. Purchaser shall deliver to Sellers the certified or bank check or wire required by Section 2(b). Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out their obligations under this Agreement. Seller shall deliver to Purchaser possession of the Premises free and clear of any tenancies or persons in possession. Purchaser shall be entitled to full enjoyment of the Premises on the Closing Date subject only to the matters set forth or referred to herein.

6. **Mutual Contingency.** If the Purchaser has not poured the first foundation for a wind turbine on land adjacent to the Property on or before July 31, 2010 for whatever reason (including, without limitation, lack of permits, lack of financing or a decision by Purchaser not to

pursue the wind project), this Agreement shall terminate unless extended by the agreement of both parties.

7. **Risk of Loss.** All risk of loss to the Premises prior to the Closing shall be on Sellers.

8. **Broker.** Sellers and Purchasers warrant and represent to each other that neither has employed or engaged any broker or agent in connection with this transaction. Each party hereto agrees to hold the other party harmless from and against any and all costs, expenses, claims, losses, or damages, including reasonable attorney's fees, resulting from a violation of their respective representation set forth in this Section. The provisions of this Section shall survive the Closing.

9. **Default.**

(a) If Purchaser default in performing its obligations hereunder prior to or at the Closing, and Sellers have performed or tendered performance of their obligations hereunder, Sellers shall have the right, as their exclusive remedy, to seek specific performance of this Agreement.

(b) If Sellers default in performing their obligations hereunder prior to or at the Closing, and Purchaser has performed or tendered performance of their obligations hereunder, then Purchaser's sole remedy shall be to seek specific performance of this Agreement.

10. **Representations and Warranties.** Sellers represent and warrant to Purchaser that the following are true as of the date of this Agreement and will be true as of the Closing:

(i) Sellers have no actual knowledge of the existence of any material violations of laws or regulations affecting the Premises. Sellers have not received any notice from any federal, state or local governmental authority or representative thereof claiming or inquiring into the existence of any such violation.

(ii) There is no action, suit, legal proceeding or other proceeding pending or threatened (or, to the best knowledge of Sellers, any basis therefor) against Sellers affecting any portion of the Premises in any court or before any arbitrator of any kind or before any governmental body that may materially or adversely affect the transactions contemplated by this Agreement or which may affect any portion of the Premises.

(iii) Sellers have not knowingly released or disposed of any "Hazardous Substance" (as defined below) on, in or from the Premises and Sellers are, to the best of their knowledge, not aware of the release or disposal of any Hazardous Substance on, in or from the Premises at any time by anyone else. The term "Hazardous Substance" as used herein means any material, the generation, storage, handling, release, transportation or disposal of which is regulated by any federal, state or local law or regulation.

(iv) Sellers have no actual knowledge of any pending or threatened actions or proceeding regarding condemnation of the Premises or any part thereof.

(v) Sellers have good and marketable title to the Premises, free and clear of all liens and encumbrances.

11. Miscellaneous.

(a) This Agreement shall be binding upon and shall inure to the benefit of Sellers and Purchaser and their respective heirs, personal representatives, successors and assigns.

(b) It is understood and agreed that all understandings, agreements, warranties or representations, either oral or in writing, heretofore between the parties hereto are merged into this Agreement, which alone fully and completely expresses the parties agreement with respect to the transactions covered hereby. This Agreement is entered into after full investigation and neither party is relying upon any statements or representations not embodied in this Agreement. This Agreement may not be modified in any manner except by an instrument in writing signed by Sellers and Purchasers.

(c) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maine.

PURCHASER:

Fox Islands Wind, LLC

DATE: April 10, 2009

By: [Signature]

Name: George P. Baker
Its: CEO

SELLERS:

DATE: 4/1, 2009

[Signature]
Mark Puryear

DATE: 4/1, 2009

[Signature]
Michele Puryear